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DOC #:
DATE FILED: 10/23/12

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

KLIPSCH GROUP, INC., an Indiana Corporation

Plaintiff

SHENZHEN SOSOUND TECHNOLOGY CO LTD.; FOCALPRICE INC. d/b/a WSDEAL.COM d/b/a THE THROUGH LIMITED; HONG XING INDUSTRIAL HONG KONG LTD.; CONKIM (HK) CO LTD.; DESUN TECHNOLOGY CO LTD.; SHENZHEN INTEGRITY **ELECTRONICS CO. LTD.**; HONGKONG HUIXIANG INTERNATIONAL TRADE CO LTD.; AIRSHOO TECHNOLOGY (HK) LIMITED; SHENZHEN KUBE DIGITAL CO. LTD. d/b/a KUBE DIGITAL CO. .LTD. d/b/a DIGITAL CO, LTD.; DAPU TECHNOLOGY (HK) LTD.; SHENZHEN XINYUN DIGITAL TECHNOLOGY CO. LTD. d/b/a EPENDI; LALA TECHNOLOGY CO. LTD.; SHENZHEN HUAHONG TECHNOLOGY CO. LTD.; CHINA DELAND ELECTRONICS CO. LTD.; GLOBAL CROWN ELECTRONIC (HK) INDUSTRY CO LTD.; YALISHANDA123; SUPEREARPHONE: JUBAOPEN007; LIZHE88; EASYBUY444; GIL6277; SUODENSUI; MCQBAGS2011; XYZ COMPANIES, and JOHN and JANE DOES

CIV. ACT. NO. 11-Civ-9187 (PAE)

PERMANENT INJUNCTION AND FINAL JUDGMENT ON CONSENT AS TO DEFENDANT FOCALPRICE INC. d/b/a WSDEAL.COM d/b/a THE THROUGH LIMITED

Defendants.

Plaintiff Klipsch Group, Inc. ("Plaintiff"), having commenced this action for an injunction and other relief against, *inter alia*, Defendants FocalPrice Inc. d/b/a

WSDeal.com d/b/a The Through Limited ("Settling Defendants") pursuant to the Lanham Act, 15 U.S.C. §1051, et seq., as amended by the Trademark Counterfeiting Act of 1984, Public Law 98-473, and under the laws of the State of New York, for the reason that Settling Defendants are alleged to be engaged in manufacturing, distributing, offering for sale and/or selling, among other things, of products that bear counterfeits and/or imitations of Plaintiff's trademarks as described and defined in the Complaint (collectively, "Plaintiff's Trademarks"); and

Settling Defendants having entered into a Stipulated Preliminary Injunction on Consent with Plaintiff on or about January 3, 2012; and

Settling Defendants, now having entered into a Settlement Agreement with Plaintiff and having stipulated to entry of a Permanent Injunction and Final Judgment; and

The parties, having indicated below their consent to the form and entry of this

Permanent Injunction and Final Judgment on Consent.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

Settling Defendants, their agents, servants, employees, representatives, confederates, affiliates and any other persons or entities acting in concert or participation with them, are permanently enjoined and restrained from:

- i. using the Plaintiff's Trademarks or any reproduction, counterfeit, copy or colorable imitation of the Plaintiff's Trademarks in connection with the distribution, advertising, offer for sale and/or sale of merchandise not the genuine products of Plaintiff; and
- ii. passing off, inducing or enabling others to sell or pass off any goods that not the genuine products of Plaintiff as and for Plaintiff's authentic products; and

- iii. shipping, delivering, holding for sale, distributing, returning, transferring or otherwise moving, storing or disposing of in any manner headphones or other items falsely bearing the Plaintiff's Trademarks, or any reproduction, counterfeit, copy or colorable imitation of same; and
- iv. otherwise competing unfairly with Plaintiff, through the advertising, offering for sale, or sale of any product infringing Plaintiff's Trademarks in any manner; and
- v. assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in the above subparagraphs (i) through (vi).

AND IT IS FURTHER ORDERED, that Settling Defendants shall pay Plaintiff the settlement amount set forth in the parties' Settlement Agreement, which is incorporated herein by reference and made a part hereof. To effectuate this payment, within five (5) business days after receiving service of this Permanent Injunction and Final Judgment, PayPal, Inc. ("PayPal") shall transfer the funds set forth in the parties' Settlement Agreement and contained in the Settling Defendants' PayPal Account No. 1700834344440467705 (the "FocalPrice PayPal Account"), to Plaintiff, through Plaintiff's counsel.

AND IT IS FURTHER ORDERED, that, following the successful execution of Settling Defendants' payment to Plaintiff as set forth above, the restraint on Settling Defendants' assets shall be lifted. Accordingly, PayPal shall release all restrictions placed on the FocalPrice PayPal Account at that time. The asset restraint currently in place in this action shall remain in place as to all Defendants other than Settling Defendants.

AND IT IS FURTHER ORDERED, that this Court has jurisdiction over the parties, and the subject matter of the action. This Court shall retain jurisdiction to the

extent necessary to enforce this Injunction and the Settlement Agreement between the parties, and to determine any issues that may arise under either.

CONSENTED TO BY PLAINTIFF KLIPSCH GROUP, INC.

Dated: 3/28/2012

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CONSENTED TO BY SHENZHEN CHIANG TECHNOLOGY CO., LTD. D/B/A FOCALPRICE INC. D/B/A WSDEAL.COM D/B/A THE THROUGH LIMITED

Dated: March 28 20/2

Ву:

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SO ORDERED

Dated: 10/23/18

By: Paul A. Engeloge

UNITED STATES DISTRICT JUDGE

The clerk of court is directed to close this case.